



**CITY OF BELLE ISLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: July 18, 2017

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: School Resource Officer (SRO) Agreement with Cornerstone Charter Academy (CCA)

Background: During this past year, the City Manager and Chief of Police needed to review the SRO Agreement with CCA in preparation for the next budget year. Attempts to locate a formal agreement were not successful by either the City or CCA. Therefore, the City Manager, Chief of Police, and CCA have been working on a new SRO Agreement. Although CCA has not approved the agreement, the City is taking the position that all of the significant issues with the Agreement have been addressed by both parties and the agreement is ready to be executed. The SRO also commits .2 FTE hours to OCPS in Pine Castle Elementary School. We have a separate agreement with OCPS for this commitment.

Staff Recommendation: Approve the SRO Agreement with CCA

Suggested Motion: I move that we approve the School Resource Officer Agreement with Cornerstone Charter Academy.

Alternatives: Do not approve the agreement and continue to operate the program without an agreement or discontinue the SRO Program.

Fiscal Impact: \$41,550 to CCA for the cost of the officer

Attachments: SRO Agreement

**SCHOOL RESOURCE OFFICER AGREEMENT
(CHARTER SCHOOL)**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2017, by and between:

THE CITY OF BELLE ISLE, FLORIDA
a Florida municipal corporation
for The City of Belle Isle Police Department
1600 Nela Ave.
Belle Isle, FL 32809
(hereinafter "City")

and

CITY OF BELLE ISLE CHARTER SCHOOLS, INC.
a Florida not-for-profit corporation
for Cornerstone Charter Academy
5903 Randolph Avenue
Belle Isle, FL 32809
(hereinafter "Academy")

WHEREAS, the City has established a School Resource Officer Program (hereinafter referred to as the "SRO Program") pursuant to applicable Florida law; and

WHEREAS, the Academy desires that the City provide a law enforcement officer to serve as its School Resource Officer (hereinafter "SRO") at the Academy and the City is willing to assign a law enforcement officer to serve as an SRO under the terms and conditions set forth herein; and

WHEREAS, the City and the Academy agree that the SRO Program is a great benefit to the school administration, the student body and the community as a whole, and desire to enter into this School Resource Officer Agreement (hereinafter referred to as "Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the City and the Academy understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law, including assistance in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to those factors and conditions that give rise to delinquency.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1 – RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement.** This Agreement shall take effect upon signature of both parties, and shall remain in effect until terminated by either party in accordance with Section 3.04 of this Agreement (hereinafter referred to as the "Term").

2.02 **Assignment of School Resource Officer.** The City, or its designee, shall assign one law enforcement officer to serve as an SRO at the Academy at the following school locations: Cornerstone Charter Academy K-8 and Cornerstone Charter Academy High School, located at 5903 Randolph Avenue, Belle Isle, FL 32809. The Chief of Police shall be considered a designee of the City for all purposes described herein. If the Academy has concerns with the SRO's work performance, Academy may request a meeting to attempt to resolve any concerns, which meeting shall occur within 5 business days of Academy's request. If the issues cannot be resolved, Academy may request another officer be assigned to Academy. The City, or its designee may change the law enforcement officer assigned to participate as an SRO at any time during the Term of this Agreement, and shall have sole discretion and authority to hire, discharge, and discipline the SRO. Unless precluded by law enforcement requirements or emergency circumstances, the City shall at all times maintain the SRO on duty during those regular school hours during which students are required to be in attendance, and shall attend any required SRO training programs conducted by the City. The City shall assign a replacement law enforcement officer, on a temporary basis, in the event of an absence of the assigned SRO for 6 or more consecutive days.

2.03 **Employment of School Resource Officer.** The law enforcement officer assigned as an SRO under this Agreement shall be an employee of the City, and shall be subject to the administration, supervision, and control of the City. The City shall at all times be responsible for all aspects of the employment, control and direction of the SRO. Nothing herein is intended to create an employment or agency relationship between the Academy and any law enforcement officer assigned by the City to participate in the SRO Program. All compensation, salaries, wages, benefits and other emoluments of employment payable to the SRO shall be the sole responsibility of the City. The Academy will compensate the SRO for working after school or off-duty events at the current rate established by the City. The Parties agree that the City, or its designee, and the Academy, or its designee, will jointly participate in an annual pre-planning meeting prior to the commencement of the academic year to address operational needs, issues and/or concerns.

2.04 **Qualifications of the SRO.** All SROs shall meet or exceed the following qualifications:

- A. Minimum of two years' experience as a State of Florida certified law enforcement officer.
- B. SROs will receive formal training (to include SRO Basic Certification Training) within 12 months of being assigned to the SRO program.
- C. These requirements may be modified by mutual agreement of the City and Academy.

2.05 **Applicable Policies and Standards.** The City shall ensure that the exercise of law enforcement powers by the SRO shall be in compliance with the authority granted by applicable law. The law enforcement officer assigned to the SRO Program shall perform his/ her duties as

an SRO in accordance with the Florida Association of School Resource Officer Training Standards and with applicable Florida law.

2.06 Duties of School Resource Officer. The SRO shall not function as a school disciplinarian or security officer, shall not intervene in the normal disciplinary actions of the Academy which do not involve criminal acts, and shall not be used as a witness to any disciplinary procedures or actions at the Academy, excepting however, that SRO may be involved in disciplinary procedures or actions arising from those matters and/or incidents within the scope of SRO's duties. The SRO shall at all times act within the scope of authority granted to the SRO by applicable law. The SRO work year will follow the schedule established by the Academy for its teachers and in accordance with the Academy's academic calendar (approximately 10 months). In the event the SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and shall also notify the Academy. The SRO shall perform duties including, without limitation, the following:

- a. the performance of law enforcement functions within the school setting;
- b. to serve as liaison between the Academy (including Administration, Staff, parents and students) and the City;
- c. to be visible on the Academy's campus, serve as a role model and mentor for students, participate in campus activities, student organizations, and athletic events when possible;
- d. to routinely monitor the Academy's campus and facilities to ensure a safe environment;
- e. to report and investigate crimes originating on Academy's campus. When indicated, the SRO will investigate criminal incidents involving Academy (including Administration, Staff, parents, and students) which occurred off-campus and in the SROs jurisdiction;
- f. the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services. The SRO shall be a resource for staff, parents, and students dealing with individual problems or questions. The SRO shall be familiar with community resources and agencies including but not limited to: mental health, counseling, drug treatment, crisis management, etc., and shall make referrals as necessary;
- g. the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;
- h. the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- i. the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- j. the presentation of a variety of topics, including, but not limited to: educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens, to students, teacher conferences, parent groups and other groups, as requested. The SRO will formulate educational crime prevention programs to reduce opportunity for crime against persons or property in the Academy. The SRO will seek permission, guidance, and advice from the Academy prior to enacting any new programs within the Academy;
- k. to perform traffic control duties before and after school;

- l. to share appropriate information with Academy administrators which presents a danger to the Academy (school, students, and/or staff). The SRO shall review the Academy Emergency Plan on an annual basis and will provide feedback to Academy administrators regarding any potential deficiencies or any potential improvements, and will advise Academy on Police Department emergency planning. SRO and Academy administrators will work collaboratively to develop plans and strategies to prevent and/or minimize any potential dangers; and
- m. SRO shall notify Academy administrators and shall attempt to notify a parent prior to interviewing a student regarding a criminal investigation or allegation.

2.07 Student Instruction. The City shall at all times maintain control over the content of any educational programs and instructional materials provided at the Academy by the SRO through the SRO Program. The SRO will provide instructional activities to the students at the Academy in areas of instruction within the SRO's experience, education and training. The SRO will formulate educational crime prevention programs to reduce the opportunity for crimes against persons and property in the school. The SRO will seek permission, guidance, and advice prior to enacting any new programs within the school.

2.08 Academy Contact Person(s). The Principal at the Academy shall be the on-site contact person for the SRO assigned to the Academy. In addition, this Section confirms that the City has designated the Chief of Police to serve as the City's contact person for the SRO Program.

2.09 Payment for SRO Program Services. The Academy shall pay to the City the sum of _____ (\$_____) per school year (August through June) for the SRO assigned by the City under the Term of this Agreement, as further set forth on Exhibit A, attached hereto and incorporated herein by reference. The City shall invoice the Academy in 10 equal monthly installments for SRO services rendered under this Agreement, and invoices shall be delivered to the Academy on a monthly basis. Upon certification by the Academy's Principal that the services rendered were satisfactory, payment for SRO services shall be made by the Academy within 30 days of receipt of the invoice for such services.

2.10 Indemnification. Each party agrees to be fully responsible for its own acts or omissions and its own agents, contractors, servants, employees, licensees, or invitees, and any acts of negligence, or its agents' acts of negligence when acting within the scope of their employment, and agrees to be liable for any damages resulting from said negligence. Each Party shall indemnify and save the other Party harmless from and against, and shall reimburse the indemnified Party for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, whether founded in tort, contract, or otherwise, including attorney's fees and costs for any act or neglect of the indemnifying Party in connection with the respective Party's obligation under this Agreement. Nothing contained herein shall be deemed a waiver by the City or Academy of its immunities provided by law, including those immunities set forth in Section 768.28, Florida Statutes.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the City or Academy.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Neither of the parties intends to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled with or without cause by either party during the Term hereof upon 30 days written notice to the other party of its desire to terminate this Agreement. Payment, in accordance with paragraph 2.09, shall be prorated, and shall be made in full, up to and including the day of termination.

3.05 **Records.** Academy acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Academy agrees to maintain public records in Academy's possession or control in connection with Academy's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Academy shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Academy, whether finished or unfinished, shall become the property of City and shall be delivered by Academy to the City Manager, at no cost to the City, within seven (7) days of termination of this Agreement. All such records stored electronically by Academy shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Academy shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Academy shall be withheld until all documents are received as provided herein. Academy's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been their joint effort. The language contained herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.08 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term of this Agreement. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach, and shall not be construed to be a modification of the terms of this Agreement.

3.09 **Compliance With Laws.** Each party shall comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.10 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and venue and jurisdiction shall lie in the courts of Orange County, Florida.

3.11 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.12 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from the Academy.

3.13 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement, if such performance is prevented by a hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other, labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.14 **Place of Performance.** All obligations of the City under the terms of this Agreement are reasonably susceptible of being performed in Orange County, Florida and shall be payable and performable in Orange County, Florida.

3.15 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.16 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

City:
Robert G. Francis
City Manager
1600 Nela Avenue
Belle Isle, FL 32809

Academy:
City of Belle Isle Charter Schools, Inc.
6340 Sunset Drive
Miami, FL 33143
ATTN: Governing Board Chair

3.17 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.18 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[SIGNATURES APPEAR BELOW]

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the above date.

CITY OF BELLE ISLE, FLORIDA

By: _____
Lidia Pisano
Mayor

ATTEST:

Yolanda Quiceno, City Clerk

ACADEMY

By: _____
for City of Belle Isle Charter Schools, Inc.
Name:
Title:
Date:

ATTEST:

Name:
Title:

Exhibit A

The following annual costs associated with the School Resources Officer Program are:

Salary:	\$42,000
Benefits:	\$17,500
Operating Costs:	\$ 2,500
Training:	\$ 1,000
Vehicle:	<u>\$ 6,250</u> (based on vehicle rotation every 4 years @ \$30,000 @ 0.833)
Total Annual Cost:	\$69,250
SRO time	\$51,938 (.75 FTE)
Cost to CCA	\$41,550 (.8 of .75 FTE)

Salary: Self-Explanatory

Benefits: Retirement, Insurances (health, dental, vision, life, disability), FICA, Medicare

Workers Comp

Operating Costs: Uniforms, radio, weapon, auto maintenance, gas, consumable supplies

Training: Specialized training for SRO

Vehicle: Officer Vehicle

Prior to July 1 of each year of this Agreement, the Police Department will send a proposed budget for the SRO Program to the CCA for review. Should there be disagreement between the parties on the funding for the next budget year the parties will meet to discuss the costs of the program for the next fiscal year.